

RESOLUTION #2014-258-14A

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BORDENTOWN  
AUTHORIZING THE MAYOR AND THE TOWNSHIP CLERK TO EXECUTE THE COLLECTIVE  
BARGAINING AGREEMENT BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO DISTRICT COUNCIL 71, LOCAL 3827-D (AFSCME)  
FOR THE YEARS 2013, 2014, 2015, 2016 AND 2017

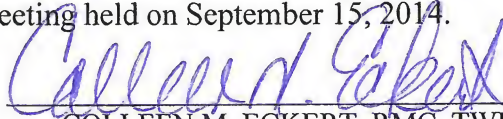
WHEREAS, the terms of the final contract language for the collective bargaining agreement between the Township of Bordentown and the American Federation of State, County and Municipal Employees (AFSCME) have been resolved between the parties; and

WHEREAS, a copy of the agreement, is attached hereto by the Township Clerk and thereby made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown, assembled in public session on this 15<sup>th</sup> day of September 2014, that, on behalf of the Township of Bordentown, the Mayor and the Township Clerk shall be authorized to execute the collective bargaining agreement entitled AGREEMENT BETWEEN TOWNSHIP OF BORDENTOWN AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO DISTRICT COUNCIL 71, LOCAL 3827-D; and

BE IT FINALLY RESOLVED that the Township Clerk shall issue a certified copy of this resolution to the AFSCME District Council 71 and the local bargaining unit representative.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on September 15, 2014.



COLLEEN M. ECKERT, RMC, TWP. CLERK

09/15/14

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF BORDENTOWN**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

**DISTRICT COUNCIL 71, LOCAL 3827-D**

**2013 – 2014 – 2015 – 2016 - 2017**

## **PREAMBLE**

This Agreement entered into by the Township of Bordentown hereinafter referred to as the “Employer”, and Local 3827-D which is affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I – RECOGNITION**

Section 1: The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of its employees in the classifications listed below. This recognition, however, shall not be interpreted as having an effect on, or in any way abrogating: APPENDAGE A: Include State of New Jersey Public Employment Certification of Representative Docket No. RO-2005-019

## **ARTICLE II – CHECK OFF**

Section 1: The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made, by the fifteenth (15<sup>th</sup>) day of the succeeding month after such deductions were made.

The revocation of this authorization shall be in accordance with the provision of applicable statutes as presently existing, or as may be amended. Drop dates shall be effective as of July 1 of each year in accordance with statute.

Section 2: Any employee in the bargaining unit on the effective date of this Agreement, who does not join the union within thirty (30) days thereafter; any new employee who does not join within thirty (30) days of initial employment within the union; or any employee subject to this agreement, pay a representation fee to the Union, by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union's membership dues, fees, and assessments as certified to the employer by the union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

### **ARTICLE III – WORK SCHEDULES**

Section 1: The regularly scheduled workweek for full time employees shall consist of five (5) consecutive eight-hour days, exclusive of lunch, Monday through Friday. All present work shifts and breaks shall remain in effect as scheduled. The workday shall begin at 7:30 am and end at 4:00 p.m with a thirty-minute non-paid lunch.

Section 2: There will be one (1) fifteen-minute break in the morning and one fifteen-minute break in the afternoon during which work shall be stopped. The specific time shall be determined by the Director, workload permitting.

Section 3: All employees covered under the Agreement shall be paid in full every two weeks.

Section 4: When the regular pay day occurs on a Holiday, the Township shall pay the employee on the regular work day immediately preceding the Holiday.

Section 5: Both the employer and the employee shall correct payroll errors within one work week, except where there are extenuating circumstances, such as vacations, sick or leave time.

#### **ARTICLE IV – CALL-IN TIME AND ON-CALL TIME**

Section 1: Any employee who is required to remain at work during a period other than his regularly scheduled 40 hours including personal, sick, holiday and vacation time shall be paid time and one-half for such hours worked. Scheduled overtime shall be defined as time in which the employee and employer have agreed that the necessary time shall continue beyond the scheduled shift..

Section 2: Any employee who is voluntarily called to return to work shall receive four two (2) hours pay guaranteed; ~~regardless of how many minutes an employee works~~ and the employee shall remain working for the minimum two (2) hours from the time the employee punches in, unless released earlier by the Director.



Section 3: The Director will provide and post on the employees bulletin board a list of current employees in order of seniority, which will be modified as necessary. The employee overtime list will be rotated by seniority in accordance with Article VI, with understanding that certain qualifications and abilities are necessary to fill the job description classification.

Section 4: Snow Removal Snow removal operations shall be based on two (2) twelve-hour (12 hour) shifts on rotation as needed. Each 12-hour shift will be provided with (a) a one-hour break at a facility designated by the employer during which the employees shall receive either a food voucher for a meal or a meal provided by management; and (b) a one-half (1/2) hour rest period at times to be fixed by the Director.

#### **ARTICLE V – SCHEDULED OVERTIME**

Section 1: Overtime shall be considered all time worked in excess of an employee's normal workday, after working forty hours per week including personal, sick, holiday, vacation and bereavement leave and shall be compensated at the rate of one and one-half the employee's base rate of pay.

Section 2: All work performed on Saturday or Sunday shall be compensated at the rate of time and one half. All work performed on a Holiday, as provided in Article IX shall be compensated at the rate of double time.

Section 3: Overtime work shall be distributed as equally as possible among all members of the bargaining unit within each classification on rotating basis.

Section 4: Overtime shall be within currently paid period.

Section 5: No employees shall have his work shift, workday or workweek involuntarily changed for the purpose of avoiding overtime.

Section 6: Overtime may be performed by part-time or non-union employees, in emergency where no other personnel are available.

## **ARTICLE VI – SENIORITY**

### Types of Seniority:

Section 1: Seniority is an employee's total length of service with the Employer, beginning with his original date of hire. An employee having broken service with the Employer gives up all seniority. An employee having broken service with the Employer (as distinguished from a leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

## **ARTICLE VII – INSURANCE**

Section 1: The following insurance benefits shall be implemented on the first day of the month, following signing of this Agreement, provided admission to the insurance carrier's coverage is allowable, or the first day of the next month in which such admission is allowable with no employee contribution.

Section 2: The Employer agrees to continue the Health Care Insurance, prescription, dental, vision and life insurance benefits provided by the Township. The Employer retains the sole

discretion to change insurance carriers, so long as benefit to employees, are substantially equivalent or better.

Section 3: Employees shall be required to contribute to the costs of insurance as provided by State law.

### **ARTICLE VIII – RATES OF PAY**

Section 1: An employee who is assigned to a higher classification for more than one shift shall immediately receive the pay rate for that higher classification for all work performed in the higher classification.

### **ARTICLE IX – HOLIDAYS**

Section 1: The following twelve (12) days are recognized as paid holidays. Christmas, New Year's Day, Martin Luther King Day, Thanksgiving, Friday after Thanksgiving, Labor Day, Good Friday, Memorial Day, Independence Day, President's Day, Columbus Day, Veteran's Day.

Section 2: All employees will receive three (3) personal days which may be taken at any time during the year. An employee wishing to schedule a personal day must make a written request to his supervisor at least 72 hours in advance of the day sought except in an emergency.



The employer shall have the discretion to approve or disapprove such requests; such approval shall not be unreasonably withheld.

Section 3: Holiday celebration will follow Municipal Ordinance.

Section 4: All work scheduled and performed on a Holiday shall be compensated at the rate of double time. In addition, the employee shall receive either pay for the Holiday at the straight time or a mutually agreeable day off with pay as compensatory time.

Section 5: All emergency time off requests shall continue in the present manner and shall not be unreasonably withheld.

#### **ARTICLE X - VACATIONS**

Section 1: Employees covered under the terms of this Agreement shall be entitled to the following annual vacation with pay:

<u>Years of Service</u>	<u>Amount of Vacation</u>
Date of Hire first year	will earn 8 hours per month
One (1) to five (5) years	12 days
Six (6) years to twelve (12) years	15 days
Thirteen (13) through twenty (20) years	20 days
Twenty-one (21) years and over	25 days

Section 2: Subject to scheduling by the Department, all employees shall have the right to take all vacation days that they would be entitled to for all the year at any time during the year following the first year of employment. During the first year of employment, the Department shall fix vacation, for the employee. The Department Head in charge of fixing such vacation shall not act unreasonably in determining the times for such vacation to be utilized.

- a. One week's vacation time request must be requested one month in advance. If not addressed by management time is approved.

Section 3: Vacation carry over will be granted only in extraordinary circumstance pursuant to Township ordinance No 2006-2

Section 4: Employee taking emergency vacation time must have approval one hour before the start of their shift.

#### **ARTICLE XI – SICK LEAVE WITH PAY**

Section 1: Employees covered by this Contract shall be entitled to the following sick leave with pay: One working day sick leave with pay for each one (1) month of service from the date the employee starts work to and including December 31 next following such date of service for first year of service. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year employment and one and one-quarter (1 ¼) day per month per year in every calendar year of employment thereafter, and shall accumulate from year to year.

Section 2: If any employee is absent for five or more consecutive working days or 15 days in a 12 month period for any reason set forth in the preceding paragraph the Department shall require acceptable evidence of such illness. (A certificate from the employee's doctor)

Section 3: The employee must call in and notify the department Director or the Director's designee as to the need for sick leave. Such calls must be made at least one-half (1/2) hours before the employee's shift begins, except where an emergency prevents such reporting. Employees shall refer to the Personnel Policy Manual, Section "Sick Leave Policy" for proper procedure.

Section 4: Sell Back of Sick shall be as set forth:

A. Effective January 1, of each year, employees who have accumulated 130 sick days (1040 hours) shall be entitled to sell back sick leave days in excess of the 130 days, annually up to a maximum of four (4) days.

B. Employees who elect to sell back sick days must submit their request to do so no later than November 1 of each year. The compensation for sold back sick leave days will be paid no later than the last pay period of the year in which it is sold back.

- a. Employees shall be compensated for any and all unused accumulated sick leave upon retirement up to a maximum of \$7500.00.
- b. The employer agrees to continue all employees under the New Jersey Temporary Disability Benefits Plan.

## **ARTICLE XII – WORKER’S COMPENSATION**

Section 1: When an employee is injured on duty, he is to receive worker’s compensation, 100% of his salary, for a period of one year during the period of temporary disability. Any employee sustaining injuries in the course of his employment, which do not prevent him from performing his usual duties, but require that he visit the offices of the employer’s designated physician for obtaining further treatment during working hours, shall suffer no loss of wages because of such visits.

Section 2: The period of worker’s compensation shall be one year.

Section 3: Employer will transport an employee on day of injury to Doctor or hospital.

## **ARTICLE XIII – BEREAVEMENT LEAVE**

Section 1: An Employee will be granted bereavement leave without loss of pay if a death occurs among members of employee’s immediate family, from the day of the death until the day after the funeral, but no more than a total of five (5) days. If a death occurs among other members of an employee’s family, the employee will be excused from work to attend the funeral without loss of pay for two (2) days.

Section 2: The phrase “members of an employee’s immediate family shall mean, wife husband, child, step child, mother, father, mother or father in law, son or daughter in law, or significant other with whom the employee is residing on a permanent basis.

Section 3: The phrase “other members of employee’s family shall mean grandparent, grandchild, uncle, aunt, niece, brother or sister in law.

Section 4: An employee who needs additional time may use vacation time, sick time, or personal time. An employee who has no remaining vacation time for the current year may, with the approval of the Township Administrator, take an advance against the vacation time for the next year.

Section 5: The Employer may, at their sole discretion increase the amount of bereavement leave if the death is an employee’s spouse, significant other, or a child.

#### **ARTICLE XIV**

#### **PREGNANCY – DISABILITY AND CHILD CARE LEAVE**

The Township will adhere to Federal, State and local statutory requirements in cases of child care/pregnancy leave.

#### **ARTICLE XV – OTHER LEAVES OF ABSENCE**

- A. Military Service: Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or to perform other duties under the supervision of the United States or this State shall be granted a leave of absence in the armed forces of the United States while in the service of the Employer and shall be granted an unpaid leave of absence for the period of military service. Such leave shall be without paid health insurance and other benefits as provided herein.



- B. Administrative Leaves will be granted in following Personnel Regulation Chapter 2.108 (Ord.1995-2§15; Ord 1992-7 § 7)
- C. Leave of Absence will be granted in the following Personnel Regulation Chapter 2.108 (Ord 1995-2 § 8)
- D. Jury Leave Absence will be granted in the following Personnel Regulation Chapter 2.108 (Ord 1992-7§ 11)
- E. An employee who would lose benefits coverage under any of the preceding sections shall retain any and all rights he may have under any applicable law to purchase such benefits from the employer at his own expense.
- F. Leave of Absence without pay: Township Code 2:108.290 A thru C.

## **ARTICLE XVI – WAGES**

Section 1: The annual wages of the employees recognized under this Collective Bargaining Agreement are set forth in Schedule A. The Township shall take the appropriate steps to introduce within thirty days of the execution of this Collective Bargaining Agreement, a salary ordinance to reflect the wages under Schedule A, to be effective January 1<sup>st</sup> of each year.

### **Section 2: Annual Salaries and Paydays:**

- a. All annual salaries, as represented on the annual salary schedule reflect the total annual salary to be paid to the employee based upon the normal working schedule of 80 hours in each 14 day pay period.
- b. The established annual salary shall be divided by 26 to determine the amount to be paid on each pay day during the year.

- c. Whenever the calendar year shall result in a 27<sup>th</sup> pay day during the year, as a result of pay days falling every 14 days, the annual wages shall be divided by 27 which shall be paid on the 27 paydays of the year.

Wages increases for this contract period shall be as set forth on the chart attached hereto for specific employees. There is no increase for 2013.

The dollar amount shown above for each of the Agreement years is the total salary increase over the immediately previous year's annual base salary that the employee will receive during the course of an Agreement year, with no increase for 2013 over 2012.

Effective July 7, 2014, the starting salary for labor and custodian positions shall be a range between \$11.00 per hour and \$18.00 per hour.

Section 3: Retroactive increase shall be applied to all bargaining unit employees who were employed as of January 1, 2014 and remained employed as bargaining unit employees as of the ratification of this agreement. It is acknowledged and understood that the implementation of the agreement will require the enactment of an ordinance by the Township Committee and that it may be up to 60 days after ratification before the pay increases and the retroactive adjustment can be paid.

## **ARTICLE XVII – CONTRACTING AND SUBCONTRACTING**

Section 1: In no event shall subcontracting or contracting cause layoff of any employee covered by this collective bargaining contract.

Section 2: The Township shall have the discretion to hire non-bargaining unit seasonal employees subject to Section 1 above.

## **ARTICLE XVIII – LAYOFF**

Section 1: The Township shall follow Civil Service regulations for lay-off of bargaining unit employees, should lay-off be necessary.

## **ARTICLE XIX – UNIFORMS, CLOTHING AND APPEARANCE**

Section 1: The Township shall provide a uniform service to provide employees with required uniforms. Labor and Management will work together to determine color and style of uniforms. Employees shall wear the uniform provided.

- 11 pairs of pants
- 8 long sleeved shirts
- 4 short sleeved shirts
- 1 spring jacket and one winter Carhart jacket or substantially equivalent.

Section 2: Foul weather gear and protective gear shall be made available to employees for their use. Such gear shall be in sufficient amount for the number of employees involved and shall be in good condition. The Township will replace foul weather and protective gear that is worn out, as determined by the Director. The employee is responsible for maintaining the gear and for replacement of any lost gear.

Section 3 Replacement boots shall be provided by the Township as needed on a fair wear and tear basis, as determined by the Director.

Section 4: Employee attire, grooming and general appearance shall at all times be appropriate and suitable while representing the Township. It is intended that employees refrain from unwarranted exposure of body art and piercings and other than natural hair colors.

## **ARTICLE XX – GRIEVANCE PROCEDURE**

Section 1: The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting them.

Step One: The employee or shop steward shall discuss grievances with the employee's immediate supervisor/Department Head within seven (7) working days of its occurrence. Failure to act within said seven (7) working day period shall be deemed to constitute an abandonment of the grievance. The Supervisor/Department Head shall try to adjust the matter and shall respond to the employee or steward within five (5) working days.

Step Two: If the grievance still remains unadjusted, it shall be presented by the Shop Steward to the Department Head/Administrator in writing within seven (7) working days after the response from the Department Head who shall meet with the Shop Steward within (10) working days and respond in writing to the appropriate party within ten (10) working days after said meeting.

Step Three: If the grievance remains unsettled, the representative may within thirty (30) working days after the reply from Administrator, proceed to arbitration. The Employer or Union may proceed to arbitration. A request for arbitration must be made no later than such thirty (30) working day period and failure to file within said time shall constitute a bar to such arbitration, unless mutual otherwise agreed.

Section 2: The moving party shall make a request for a list of arbitrators to the P.E.R.C., and both parties shall then be bound by the rules and procedures of P.E.R.C, in the selection of the arbitrator. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days of the conclusion of testimony and argument. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall not have the authority to alter the terms of this Agreement.

Section 3: Expenses for the arbitrator's service and the proceedings under Section 2 shall be borne equally by the employer and the union. No employee shall be denied his compensation for his appearance as a witness in accordance with this Article. If either party desires a verbatim record of the proceedings, it may request that such a record be made, provided it pays for the record and makes copies available to the other party at cost and the arbitrator.



## **ARTICLE XXI – DISCIPLINE AND DISCHARGE**

Section 1: There shall be no discipline or discharge except for just cause.

Section 2: Other than an oral reprimand, the employee, the Local Union, and the Council shall be furnished with a written copy of any disciplinary action taken, with the reasons therefore.

Section 3: Employees shall have the right to appeal any discipline through the grievance and arbitration procedure.

Section 4: Warning notice shall not remain in effect for a period more than one (1) year from the date such warning notice or fifteen (15) months from the date of occurrence, whichever is shorter.

## **ARTICLE XXII – BILL OF RIGHTS**

Section 1: To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

- A. An employee shall be entitled to Local Union representation at each and every step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each stage of a disciplinary hearing.

- C. No employee shall be required by the Employer and/or its agents to submit to an interview leading to formal charges unless the employee is afforded the opportunity of Union representation.
- D. No recording devices or stenographer of any kind shall be used during any meeting unless both Union and Employer are made aware of their use before such meeting.
- E. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this Agreement.

### **ARTICLE XXIII – POSTING OF PERMANENT VACANCIES**

Section 1: Any vacancies or newly created positions under New Jersey Department of Personnel will be posted prominently for FIFTEEN (15) calendar days. The posting shall include the classification, the salary, description of the job, required qualifications and the procedure to be followed by employees interested in applying.

Section 2: The employer agrees to give equal treatment to an employee applying for any vacancies or newly created position, provided he has the ability training, experience, knowledge and qualifications to perform the work involved. All newly created position (titles) will be added to the existing classification under this agreement.

Section 3: All transfers and/or requests for transfer shall be made based on any employee's seniority and qualifications.

#### **ARTICLE XXIV – AMERICAN WITH DISABILITIES ACT COMPLIANCE**

Section 1: The employer and the union agree that the parties will comply with their legal obligations under the American with Disabilities Act and Equal Opportunity Act.

#### **ARTICLE XXV - EQUAL TREATMENT**

Section 1: There shall be no coercion, intimidation, or discrimination on the part of the Employer, the Union or the respective agents, officers or members against any employee covered by this Agreement for reason of age, sex, race, religious belief, marital status, civil union, political affiliation, national origin, union membership or non-membership.

#### **ARTICLE XXVI – SAFETY AND HEALTH**

Section 1: The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health. The parties agree to use their best efforts jointly to achieve these objectives. It is understood that all employees shall comply with reasonable safety rules of the Employer, not inconsistent with federal and state law.

Section 2: The Chairperson of the union or his/her designee will attend all Joint Insurance Fund meetings to discuss and resolve safety issues.

## **ARTICLE XXVII – STRIKES AND LOCKOUTS**

Section 1: In addition to any other restrictions under the Law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work or in any manner cause interference with or stoppage of the Employer's work.

## **ARTICLE XXVIII – GENERAL PROVISIONS**

Section 1: Union Bulletin Board

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place or work area in the Public Works building to be utilized by the Union and Safety notices only. The bulletin board shall not be used for any political purposes whatsoever.

Section 2: Union Activities on Employer's Time:

The Employer agrees to grant reasonable and necessary time off without discrimination or loss of seniority and without pay to the Chairperson/Steward designated by the Union, in writing, to the Employer, to act as elected official, or attend labor Convention. Permission for such time off must be requested two (2) weeks in advance, in writing (except in an emergency) or extenuating circumstances that will require a cooperative arrangement between management and the union. The Administrator will consult with the Department Head before granting union time off.

The Township agrees to grant three (3) paid and three (3) unpaid days off without loss of seniority, each year, for the purpose of the Union business not related to elected official, or for the attendance to Labor Convention. Such time may be used by the Union for the purposes of training and education, health and safety and Labor/Management resolution training.

Section 3: The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, both Local and District, or International, shall have the right to visit the premises during working hours so long as such visit shall not interfere with employee duties. Such notice will be given one-hour before visit.

Section 4: Time Period for Reply to Revision Requests: With respect to proposed contract revisions that, from time to time, arise, the Employer and the Union agree that every good faith effort shall be made to respond to such requests as soon as possible. In no event shall the time period for reply exceed 60 calendar days from receipt of the proposed revision.

Section 5: Cooperation in requests to disseminate copies of bargaining agreement:

The union agrees to cooperate with Employer requests to disseminate copies of bargaining agreement in paper, electronic, digital or other media to enable Employer compliance with PERC, other governmental entities, or OPRA requirements. The Union will make every good faith effort to disseminate the agreement in the format and time period requested by the Employer.



### **ARTICLE XXIX – COMMERCIAL DRIVER’S LICENSE**

Section 1: New employees shall receive a \$1.00 per hour increment if they hold a CDL Class A, with a Hazmat endorsement. Those employees who successfully obtain these endorsements shall be reimbursed by the Township for testing and licensing fees along with renewal and yearly testing fees if required in order to maintain the license.

Section 2: The Township agrees to pay for the cost of all continued education or certification programs required for the performance employee’s job. The Employer must first approve participation in such programs.

### **ARTICLE XXX – DUPLICATION OF AGREEMENT**

Section 1: The Union shall be responsible for reproducing this agreement and will furnish fifteen (15) copies to the Union for distribution to employees and official of the Union. The union will provide the draft contract for management approval.

### **ARTICLE XXXI – TERMINATION**

Section 1: This Agreement shall be effective and remain in full force and effect from date of signing through December 31, 2017. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this

Agreement is provided to the other party in the manner set forth in the next succeeding paragraph.

Section 2: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than SIXTY (60) days prior to the desired termination date, this shall not be before the expiration date set forth in the preceding paragraph.

IN WITNESS WHEREOF, THE UNDERSIGNED SET THEIR RESPECTIVE HANDS, THIS  
17th DAY OF September, 2014.

ATTEST:

TOWNSHIP OF BORDENTOWN

BY:

  
Mayor

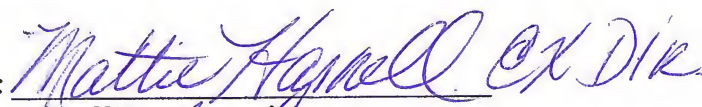
BY:

  
Clerk

ATTEST:

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES,  
AFL-CIO, COUNCIL 71, LOCAL 3827-D

BY:

  
Staff Representative

BY:

  
Local Chapter Chairperson

RESOLUTION #2014-258-14B

ESTABLISHING SALARIES AND OTHER RATES OF COMPENSATION FOR CERTAIN OFFICIALS AND EMPLOYEES OF THE TOWNSHIP OF BORDENTOWN

WHEREAS, on November 25, 2013, the Township Committee of the Township of Bordentown adopted Ordinance #2013-18 entitled AN ORDINANCE TO AMEND ORDINANCE #2009-33 TO ESTABLISH TITLES AND SALARY RANGES FOR PERMANENT AND PROVISIONAL EMPLOYEES; and

WHEREAS, this ordinance provides salary and wage increments or ranges for certain officials and employees of the Township of Bordentown; and

BE IT FURTHER RESOLVED that in accordance with Ordinance #2013-18, the Township Committee hereby establishes the following hourly rates of compensation effective January 1, 2013, for the following employees of the Township of Bordentown:

		<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Stanley Kara	Mechanic	\$21.80	\$23.59	\$24.06	\$24.55	\$25.04
Edward Potts	Senior Pw Repairer	\$21.46	\$22.75	\$23.21	\$23.67	\$24.14
John Barbuto	Laborer II	\$17.19	\$18.37	\$18.74	\$19.11	\$19.49
Carl Moeller	Laborer	\$16.19	\$17.96	\$18.32	\$18.68	\$19.06
George Ondusko	Laborer/ Motor Broom Drive	\$17.19	\$18.71	\$19.08	\$19.46	\$19.85
Samuel Vail	Laborer	\$16.19	\$18.15	\$18.52	\$18.89	\$19.26
George Gareis	Mechanic Senior PW Repairer	\$17.19	\$21.80	\$22.24	\$22.68	\$23.14
Jeff McTighe	Laborer	\$15.00	\$18.03	\$18.39	\$18.76	\$19.14
James Salata	Laborer	\$16.19	\$17.55	\$17.91	\$18.26	\$18.63
Adam Spundarelli	Laborer		\$16.00 (effect. 7/8/14)	\$16.32	\$16.65	\$16.98
Lane Hirschfeld	Laborer	\$17.19	\$18.71 (resigned 5/9/14)			

BE IT FURTHER RESOLVED that this resolution shall take effect upon final adoption and advertisement, as required by State Statute, of Ordinance #2013-18.

09/15/14